

EXHIBIT C

From: Michael A. Hierl <mhierl@HSPLEGAL.COM>
Sent: Thursday, March 7, 2024 9:33 AM
To: Victor J. Pioli
Cc: John K. Hughes; Garrett Kern; Joseph R. Marconi
Subject: FW: CMS/PML/Millennium
Attachments: Millennium v. Hierl complaint as served.pdf

Victor – A copy of the 11/17/21 email from Kozacky follows. Mike

From: Paul J. Kozacky <pkozacky@kwmlawyers.com>
Sent: Wednesday, November 17, 2021 8:13 AM
To: Michael A. Hierl <mhierl@HSPLEGAL.COM>
Cc: John K. Hughes <JHughes@HSPLEGAL.COM>; Matthew J. Piers <MPiers@HSPLEGAL.COM>; Christine Blank <cblank@HSPLEGAL.COM>
Subject: RE: CMS/PML/Millennium

Dear Mr. Hierl—

Attached is a complaint my clients intend to file in the absence of hearing from you in the next seven days. Please let me know if you and your firm would be amenable to service of process and this complaint via email. Thank you,

Paul J. Kozacky
Attorney at Law – Proctor in Admiralty



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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Millennium Media, Inc. and)	
PML Process Management Ltd.,)	
)	
plaintiffs,)	
)	
vs.)	Case No. 21-cv-_____
)	
Michael A. Hierl, Esq. and)	
Hughes Sokol Piers Resnick & Dym, Ltd.,)	
)	
defendants.)	

COMPLAINT

Facts Common to All Counts

1. Millennium Media, Inc. ("Millennium") is a Nevada corporation with its principal place of business in Los Angeles, California.
2. PML Process Management Ltd. ("PML") is a corporation organized under the laws of Cyprus with its principal place of business in Larnaca, Cyprus.
3. Michael A. Hierl, Esq. ("Hierl") is a citizen of Illinois and an Illinois attorney who practices as a partner with Hughes Sokol Piers Resnick & Dym, Ltd.
4. Hughes Sokol Piers Resnick & Dym, Ltd. ("HSPR&D") is an Illinois corporation with its principal place of business in Chicago, Illinois. Hierl and HSPR&D collectively are referred to herein as "the lawyers."
5. This Court has jurisdiction under 28 U.S.C. § 1332 as the action is between citizens of different states and countries and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

6. Venue is appropriate in this district pursuant to 28 U.S.C. § 1391(b)(1).

7. Beginning around February 2012, Hierl and HSPR&D, under the direction and supervision of Hierl, undertook legal representation of various copyright owners (termed “rightsholders”) whose copyrights may have been infringed. The rightsholder’s agent would supply the lawyers with the internet protocol addresses of suspected infringers, the lawyers would then file a John Doe complaint and propound subpoenas to non-party internet service providers to determine the identity of the suspected infringer based on his or her internet address, and upon learning the identity of the suspected infringer, the lawyers were to amend the complaint to name that individual as a defendant. Thereafter the lawyers were to settle the claim with the amended defendant, retaining certain percentages as their contingency fee and for reimbursable costs, and remitting the balance to the rightsholder’s agent for distribution to the agent, the rightsholder and the data processing companies which collected information about suspected infringer internet addresses.

8. Millennium became one of Hierl and HSPR&D’s rightsholder clients pursuant to an engagement entered into by its prior agent.

9. In late 2019, Millennium switched agents to PML. On December 7, 2020, the lawyers received an email from Millennium’s general counsel formally confirming that it had appointed a new agent, and providing:

notice to HSPRD that PML has assumed the former obligations and liabilities in respect of the copyright enforcement matters and that all payments for past infringements and going forward shall be remitted to PML on behalf of Millennium.

10. The lawyers also agreed to provide Millennium and its agent a monthly report of actions undertaken, expenses incurred, and collections made.

11. On April 23, 2019, the lawyers and Millennium's prior agent agreed that, going forward, the lawyers' contingency fee would be based on net collections as opposed to gross collections. In other words, reimbursable expenses such as the court filing fee and subpoena fees would be deducted from any settlement first, and the lawyers' contingency fee then would be calculated based on the lower, or "net," collections.

12. On August 16, 2021, the lawyers also agreed to send counsel for Millennium and PML twelve specified case files so a review of the lawyers' activities and settlements could be further evaluated.

13. Millennium and PML have performed all conditions required of them under the parties' agreement.

COUNT I
Breach of Contract

14. Millennium and PML reallege paragraphs 1 through 13, inclusive, as though fully set forth herein.

15. Despite the December 7, 2020 instruction and subsequent demands, the lawyers have refused to remit to PML \$69,765.78, which remains due and owing.

16. Despite demand, the lawyers also have refused to remit to PML approximately \$61,358.73 that remains owed to Millennium, and in part to PML, based on the calculation of the lawyers' contingency fee from net collections (gross collections minus reimbursable expenses) as opposed to gross collections (the total amount of monies received from amended defendants in settlement).

17. Despite demand, the lawyers have refused to turn over to counsel for Millennium and PML the twelve requested case files, specifically, Northern District of Illinois

Case Nos. 18-cv-2370, 18-cv-4271, 18-cv-5068, 18-cv-5073, 19-cv-3796, 19-cv-5777, 19-cv-7163, 19-cv-7514, 20-cv-0369, 20-cv-1394, 20-cv-1395 and 20-cv-1401.

18. Millennium and PML have been damaged by the lawyers' breach of contract in the amount of \$131,124.51 and possibly more as might be shown by a review of the requested case files and other case files.

WHEREFORE, for the foregoing reasons, Millennium Media, Inc. and PML Process Management Ltd. request that judgment be entered in their favor and against Michael A. Hierl, Esq. and Hughes Sokol Piers Resnick & Dym, Ltd., jointly and severally, for at least \$131,124.51 in money damages and whatever other damages as may be proven at trial, their costs, their attorneys' fees and whatever other relief this Court deems appropriate.

COUNT II
Accounting

19. Millennium and PML reallege paragraphs 1 through 13, inclusive, as though fully set forth herein.

20. As lawyers for their client Millennium, the lawyers owe Millennium a fiduciary duty as a matter of law and, accordingly, a duty to account.

21. Whether the lawyers owe Millennium and its agent PML more money from settlements with amended defendants is complex and cannot be determined without review of the case files. Due to the unascertainable quantum of unaccounted-for settlements, Millennium and PML lack an adequate remedy at law.

22. Millennium and PML have demanded the case files for the twelve civil actions listed in paragraph 17 and, despite an early indication that the case files would be tendered to counsel for Millennium and PML, the lawyers continue to withhold the requested case files.

WHEREFORE, for the foregoing reasons, Millennium Media, Inc. requests that judgment be entered in its favor and against Michael A. Hierl, Esq. and Hughes Sokol Piers Resnick & Dym, Ltd., jointly and severally, requiring them to account for all matters they undertook on behalf of Millennium, and whatever other damages as may be proven at trial following that accounting, plus costs, attorneys' fees and whatever other relief this Court deems appropriate.

Respectfully submitted,

MILLENNIUM MEDIA, INC. and
PML PROCESS MANAGEMENT LTD.

By: /s/ Paul J. Kozacky
One of their attorneys

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